

E-Filed: October 29, 2013

Haywood S. Gilliam, Jr. (State Bar. No. 172732)
hgilliam@cov.com
Jay Rapaport (State Bar No. 281964)
jrapaport@cov.com
COVINGTON & BURLING LLP
One Front Street, 35th Floor
San Francisco, CA 94111
Telephone: (415) 591-6000
Facsimile: (415) 591-6091

Attorneys for Plaintiff
Eddie A. Tillman

JAMES V. FITZGERALD, III (State Bar No. 55632)
NOAH G. BLECHMAN (State Bar No. 197167)
PETRA BRUGGISSER (State Bar No. 241173)
MCNAMARA, NEY, BEATTY, SLATTERY,
BORGES & AMBACHER LLP
1211 Newell Avenue
Walnut Creek, CA 94596
Telephone: (925) 939-5330
Facsimile: (925) 939-0203

Attorneys for Defendant
Antioch Police Department Officer Bostick

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

EDDIE A. TILLMAN,

Plaintiff,

vs.

ANTIOCH POLICE DEPARTMENT
OFFICER BOSTICK #4356,

Defendant.

Case No. CV12-2807 LHK

STIPULATED PROTECTIVE ORDER
(MODIFIED BY THE COURT)

Trial Judge: Hon. Lucy H. Koh

Plaintiff Eddie A. Tillman ("Plaintiff") and Defendant Antioch Police Department Officer Bostick ("Defendant"), through their respective attorneys of record, stipulate to the following Protective Order:

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this litigation are likely to involve production of
 3 confidential, proprietary, or private information for which special protection from public
 4 disclosure and from use for any purpose other than prosecuting this litigation would be warranted.
 5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
 6 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket
 7 protections on all disclosures or responses to discovery and that the protection it affords extends
 8 only to the limited information or items that are entitled under the applicable legal principles to
 9 treatment as confidential. The parties further acknowledge, as set forth in Section 10, below, that
 10 this Stipulated Protective Order creates no entitlement to file confidential information under seal;
 11 Civil Local Rule 79-5 ~~and General Order 62 set~~ ^{sets} forth the procedures that must be followed and
 12 reflects the standards that will be applied when a party seeks permission from the Court to file
 13 material under seal.

14 2. DEFINITIONS

15 2.1 Challenging Party: a Party or non-Party that challenges the designation of
 16 information or items under this Order.

17 2.2 Counsel of Record: attorneys who are ~~retained~~ ^{retained} to represent or advise a
 18 Party and have appeared in this litigation on behalf of that Party or are affiliated with a law firm
 19 which has appeared on behalf of that Party.

20 2.3 "Confidential" Information or Items: information (regardless of how
 21 generated, stored or maintained) or tangible things that qualify for protection under standards
 22 developed under Federal Rule of Civil Procedure 26(c), ^{which may include:} medical and psychological records,
 23 reports, evaluations, and related billing pertaining to Plaintiff or Plaintiff's physical, mental, or
 24 emotional condition or abilities; information considered to be "protected health information"
 25 under the Health Insurance Portability and Accountability Act of 1996 or "medical information"
 26 under California's Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56-56.37; and
 27 other similar confidential records designated as such, including the existence of such records
 28 and/or information.

1 2.4 Designating Party: a Party or non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as “Confidential” or “Highly
3 Confidential – Attorneys’ Eyes Only.”

4 2.5 Disclosure or Discovery Material: all items or information, regardless of
5 the medium or manner generated, stored or maintained (including, among other things, testimony,
6 transcripts, or tangible things) that are produced or generated in disclosures or responses to
7 discovery in this litigation.

8 2.6 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
10 witness or as a consultant in this litigation and who is not a past or a current employee of a Party
11 or of a competitor of a Party’s and who, at the time of retention, is not anticipated to become an
12 employee of a Party or a competitor of a Party.

13 2.7 “Highly Confidential – Attorneys’ Eyes Only” Information or Items:
14 extremely sensitive “Confidential Information or Items” whose disclosure to another Party or
15 non-Party would create a substantial risk of serious injury that could not be avoided by less
16 restrictive means.

17 2.8 Party: any party to this litigation, including all of its officers, directors,
18 employees, consultants, retained experts, and Counsel of Record (and their support staff).

19 2.9 Producing Party: a Party or non-Party that produces Disclosure or
20 Discovery Material in this litigation.

21 2.10 Protected Material: any Disclosure or Discovery Material that is
22 designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

23 2.11 Professional Vendors: persons or entities that provide litigation support
24 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;
25 organizing, storing, retrieving data in any form or medium; etc.) and their employees and
26 subcontractors.

27 2.12 Receiving Party: a Party that receives Disclosure or Discovery Material
28 from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected Material
3 (as defined above), but also any information copied or extracted therefrom, as well as all copies,
4 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by
5 parties or counsel to or in court or in other settings that might reveal Protected Material. See p. 4.1.

6 4. DURATION

7 Even after the termination of this litigation, the confidentiality obligations imposed by this
8 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
9 otherwise directs. For a period of 6 months after the termination of this litigation, this Court will
retain jurisdiction to enforce the terms of this order.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

12 Each Party or non-Party that designates information or items for protection under this Order must
13 take care to limit any such designation to specific material that qualifies under the appropriate
14 standards. A Designating Party must take care to designate for protection only those parts of
15 material, documents, items, or oral or written communications that qualify – so that other portions
16 of the material, documents, items or communications for which protection is not warranted are
17 not swept unjustifiably within the ambit of this Order.

18 Mass, indiscriminate, or routinized designations are prohibited. Designations that
19 are shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to
20 unnecessarily encumber or retard the case development process, or to impose unnecessary
21 expenses and burdens on other parties), expose the Designating Party to sanctions.

22 If it comes to a Party's or a non-Party's attention that information or items that it
23 designated for protection do not qualify for protection at all, or do not qualify for the level of
24 protection initially asserted, that Party or non-Party must promptly notify all other parties that it is
25 withdrawing the mistaken designation.

26 5.2 Manner and Timing of Designations. Except as otherwise provided in this
27 Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,
28 material that qualifies for protection under this Order must be clearly so designated before the

3. SCOPE

However, the protections conferred by this Stipulation and Order do not cover the following information:

(a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

1 material is disclosed or produced.

2 Designation in conformity with this Order requires:

3 (a) for information in documentary form (apart from transcripts of
4 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” at the top
6 of each page that contains protected material. If only a portion or portions of the material on a
7 page qualifies for protection, the Producing Party also must clearly identify the protected
8 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each
9 portion, the level of protection being asserted (either “CONFIDENTIAL” or “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

11 A Party or non-Party that makes original documents or materials available
12 for inspection need not designate them for protection until after the inspecting Party has indicated
13 which material it would like copied and produced. During the inspection and before the
14 designation, all of the material made available for inspection shall be deemed “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
16 documents it wants copied and produced, the Producing Party must determine which documents,
17 or portions thereof, qualify for protection under this Order, then, before producing the specified
18 documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
19 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) at the top of each page that
20 contains Protected Material. If only a portion or portions of the material on a page qualifies for
21 protection, the Producing Party must clearly identify the protected portion(s) (e.g., by making
22 appropriate markings in the margins) and must specify, for each portion, the level of protection
23 being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
24 EYES ONLY”).

25 (b) for testimony given in deposition or in other pretrial or trial
26 proceedings, that the Party or non-Party offering or sponsoring the testimony identify on the
27 record, before the close of the deposition, hearing, or other proceeding, all protected testimony,
28 and further specify any portions of the testimony that qualify as “HIGHLY CONFIDENTIAL –

ATTORNEYS' EYES ONLY." When it is impractical to identify separately each portion of testimony that is entitled to protection, and when it appears that substantial portions of the testimony may qualify for protection, the Party or non-Party that sponsors, offers, or gives the testimony may invoke on the record (before the deposition or proceeding is concluded) a right to have up to twenty (20) days to identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"). Only those portions of the testimony that are appropriately designated for protection within the 20 days shall be covered by the provisions of this Stipulated Protective Order.

Transcript pages containing Protected Material must be separately bound by the court reporter, who must affix to the top of each such page the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as instructed by the Party or non-Party offering or sponsoring the witness or presenting the testimony.

(c) for information produced in some form other than documentary, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." If only portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portions, specifying whether they qualify as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. If material is appropriately designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" after the material was initially produced, the Receiving Party, on timely notification of the designation, must make reasonable efforts to assure that the material is treated in accordance with this Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party's
3 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary
4 economic burdens, or a later significant disruption or delay of the litigation, a Party does not
5 waive its right to challenge a confidentiality designation by electing not to mount a challenge
6 promptly after the original designation is disclosed.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
8 resolution process by providing written notice of each designation it is challenging and describing
9 the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the
10 written notice must recite that the challenge to confidentiality is being made in accordance with
11 this specific paragraph of the Protective Order. The parties shall attempt to resolve each
12 challenge in good faith and must begin the process by conferring directly (in voice-to-voice
13 dialogue; other forms of communication are not sufficient) within 14 days of the date of service
14 of notice. In conferring, the Challenging Party must explain the basis for its belief that the
15 confidentiality designation was not proper and must give the Designating Party an opportunity to
16 review the designated material, to reconsider the circumstances, and, if no change in designation
17 is offered, to explain the basis for the chosen designation. Further meet-and-confer discussions
18 shall be held in accordance with the "Standing Order Re: Civil Discovery Disputes" of Judge
19 Howard Lloyd for so long as this litigation is assigned to Judge Lloyd for discovery purposes.

20 6.3 Judicial Intervention. If the parties cannot resolve a challenge without
21 court intervention, they shall seek judicial resolution in accordance with the "Standing Order Re:
22 Civil Discovery Disputes" of Judge Howard Lloyd for so long as this litigation is assigned to
23 Judge Lloyd for discovery purposes. Failure by the Designating Party to seek resolution within
24 the time required by the "Standing Order Re: Civil Discovery Disputes" shall automatically waive
25 the confidentiality designation for each challenged designation.

26 The burden of persuasion in any such challenge proceeding shall be on the
27 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass
28 or impose unnecessary expenses and burdens on other Parties) may expose the Challenging Party

1 to sanctions. Until the Court rules on a challenge, all parties shall continue to afford the material
 2 in question the level of protection to which it is entitled under the Producing Party's designation,
 3 unless the Designating Party has waived the designation by failing to seek relief, as described above.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 5 disclosed or produced by another Party or by a non-Party in connection with this case only for
 6 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
 7 disclosed only to the categories of persons and under the conditions described in this Order.
 8 When the litigation has been terminated, a Receiving Party must comply with the provisions of
 9 section 12, below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a
 11 location and in a secure manner that ensures that access is limited to the persons authorized under
 12 this Order.

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
 14 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may
 15 disclose any information or item designated CONFIDENTIAL only to:

16 (a) the Receiving Party's Counsel of Record in this litigation, as well
 17 as employees of said Counsel to whom it is reasonably necessary to disclose the information for
 18 this litigation and who have signed the "Acknowledgement and Agreement to Be Bound" that is
 19 attached hereto as Exhibit A;

20 (b) the officers, directors, and employees of the Receiving Party to
 21 whom disclosure is reasonably necessary for this litigation and who have signed the
 22 "Acknowledgement and Agreement to Be Bound" (Exhibit A);

23 (c) the insurer, as well as the employees of said insurer, of the
 24 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
 25 signed the "Acknowledgement and Agreement to be Bound" (Exhibit A);

26 (d) Experts (as defined in this Order) of the Receiving Party to whom
 27 disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment
 28 and Agreement to Be Bound" (Exhibit A);

- 1 (e) the Court and its personnel;
- 2 (f) court reporters, their staffs, and professional vendors to whom
- 3 disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment
- 4 and Agreement to Be Bound" (Exhibit A);
- 5 (g) during their depositions, witnesses in this litigation to whom
- 6 disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to
- 7 Be Bound" (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that
- 8 reveal Protected Material must be separately bound by the court reporter and may not be
- 9 disclosed to anyone except as permitted under this Stipulated Protective Order.

- 10 (h) the author of the document or recipient of a document containing
- 11 the information or a custodian or other person who otherwise possessed or knew the information.

12 7.3 Disclosure of HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

13 ONLY" Information or Items. Unless otherwise ordered by the court or permitted in writing by

14 the Designating Party, a Receiving Party may disclose any information or item designated

15 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

- 16 (a) the Receiving Party's Counsel of Record in this litigation, as well
- 17 as employees of said Counsel to whom it is reasonably necessary to disclose the information for
- 18 this litigation and who have signed the "Acknowledgement and Agreement to Be Bound"
- 19 (Exhibit A);

- 20 (b) Experts (as defined in this Order) of the Receiving Party to whom
- 21 disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment
- 22 and Agreement to Be Bound" (Exhibit A);

- 23 (c) the Court and its personnel;

- 24 (d) court reporters, their staffs, and professional vendors to whom
- 25 disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgement
- 26 and Agreement to Be Bound" (Exhibit A);

- 27 (e) during their depositions, witnesses in this litigation to whom
- 28 disclosure is reasonably necessary and who have signed the "Acknowledgement and Agreement

1 to be Bound” (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions
 2 that reveal Protected Material must be separately bound by the court reporter and may not be
 3 disclosed to anyone except as permitted under this Stipulated Protective Order. In the event the
 4 parties cannot agree upon whether disclosure is “reasonably necessary” said parties shall meet
 5 and confer on the matter and if there is no resolution may seek relief from the Court. pursuant to the
 6 Court's Standing Order re Civil Discovery Disputes.

7 (f) the author of the document or recipient of a document containing
 8 the information or a custodian or other person who otherwise possessed or knew the information.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
OTHER LITIGATION

10 If a Receiving Party is served with a subpoena or an order issued in other litigation that
 11 would compel disclosure of any information or items designated in this litigation as
 12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” the
 13 Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately
 14 and in no event more than three court days after receiving the subpoena or order. Such
 15 notification must include a copy of the subpoena or court order.

16 The Receiving Party also must immediately inform in writing the party who caused the
 17 subpoena or order to issue in the other litigation that some or all of the material covered by the
 18 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must
 19 deliver a copy of this Stipulated Protective Order promptly to the party in the other litigation that
 20 caused the subpoena or order to issue.

21 The purpose of imposing these duties is to alert the interested parties to the existence of
 22 this Protective Order and to afford the Designating Party in this case an opportunity to try to
 23 protect its confidentiality interests in the court from which the subpoena or order issued. The
 24 Designating Party shall bear the burdens and the expenses of seeking protection in that court of its
 25 confidential material – and nothing in these provisions should be construed as authorizing or
 26 encouraging a Receiving Party in this litigation to disobey a lawful directive from another court.

27 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

28 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected

1 Material to any person or in any circumstance not authorized under this Stipulated Protective
 2 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
 3 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
 4 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
 5 made of all the terms of this Order, and (d) request such person or persons to execute the
 6 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

7 10. FILING PROTECTED MATERIAL

8 Without written permission from the Designating Party or a court order secured after
 9 appropriate notice to all interested persons, a Party may not file in the public record in this
 10 litigation any Protected Material. A Party that seeks to file under seal any Protected Material
 11 must comply with Civil Local Rule 79-5 and General Order 62.

12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 13 PROTECTED MATERIAL

14 When a Producing Party gives notice to Receiving Parties that certain inadvertently
 15 produced material is subject to a claim of privilege or other protection, the obligations of the
 16 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
 17 provision is not intended to modify whatever procedure may be established in an e-discovery
 18 order that provides for production without prior privilege review. Pursuant to Federal Rule of
 19 Evidence 502(d) and ^(e)~~(e)~~, insofar as the parties reach an agreement on the effect of disclosure of a
 20 communication or information covered by attorney-client privilege or work-product protection,
 21 the parties may incorporate their agreement in the Stipulated Protective Order submitted to the
 22 Court.

23 12. FINAL DISPOSITION

24 Unless otherwise ordered or agreed in writing by the Producing Party, each Receiving
 25 Party must return all Protected Material to the Producing Party within sixty (60) days after the
 26 final termination of this litigation, defined as the later of (1) dismissal of all claims and defenses
 27 in this litigation, with or without prejudice or (2) final judgment after the completion and
 28 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time

limits for filing any motions or applications for extension of time pursuant to applicable law. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries or any other form of reproducing or capturing any of the Protected Material. With permission in writing from the Designating Party, the Receiving Party may destroy some or all of the Protected Material instead of returning it. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty-day deadline that identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and that affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or other forms of reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel of Record are entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION), above.

13. MISCELLANEOUS

13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

14. See p. 12.1.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

1 14. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
2 LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-Party in this
4 action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in
5 connection with this litigation is protected by the remedies and relief provided by this Order.
6 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional
7 protections.

8 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
9 Party's confidential information in its possession, and the Party is subject to an agreement with the
10 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

11 (1) promptly notify in writing the Requesting Party and the Non-Party that some or
12 all of the information requested is subject to a confidentiality agreement with a Non-Party;

13 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order
14 in this litigation, the relevant discovery request(s), and a reasonably specific description of the
15 information requested; and

16 (3) make the information requested available for inspection by the Non-Party.

17 (c) If the Non-Party fails to object or seek a protective order from this court within 14 days
18 of receiving the notice and accompanying information, the Receiving Party may produce the Non-
19 Party's confidential information responsive to the discovery request. If the Non-Party timely seeks
20 a protective order, the Receiving Party shall not produce any information in its possession or
21 control that is subject to the confidentiality agreement with the Non-Party before a determination
22 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense
23 of seeking protection in this court of its Protected Material.

1 Dated: July 12, 2013

COVINGTON & BURLING

2
3 By: /s/ Jay Rapaport

Haywood S. Gilliam, Jr.

Jay Rapaport

Attorneys for Plaintiff

4
5
6 Dated: July 12, 2013

MCNAMARA, NEY, BEATTY, SLATTERY,
BORGES & AMBACHER LLP

7
8
9 By: /s/ Noah G. Blechman

James V. Fitzgerald, III

Noah G. Blechman

Petra Bruggisser

Attorneys for Defendant

Antioch Police Department Officer Bostick

10
11
12
13 **PURSUANT TO STIPULATION, IT IS SO ORDERED, AS MODIFIED.**

14
15 DATED: 10/29/13


16
17 
Hon. ~~Lucy H. Koh~~ Howard R. Lloyd
United States District Judge Magistrate Judge

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name]
 of _____
 [print or type full address], declare under penalty of perjury that I have read in its entirety and
 understood the Stipulated Protective Order that was issued by the United States District Court for
 the Northern District of California on _____ [date] in the case of *Tillman*
v. Antioch Police Department Officer Bostick, Case No. CV12-2807 LHK. I agree to comply
 with and to be bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment in the nature
 of contempt. I solemnly promise that I will not disclose in any manner any information or item
 that is subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective
 Order, even if such enforcement proceedings occur after termination of this litigation.

I hereby appoint _____ [print or type full name]
 of _____
 [print or type full address and telephone number] as my California agent for service of process in
 connection with this litigation or any proceedings related to enforcement of this Stipulated
 Protective Order.

Date: _____

City and State where sworn and signed:

Printed name: _____

Signature: _____